

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA
PHOENIX DIVISION**

Alfred Valtierra III, Individually and for
Others Similarly Situated,

Plaintiff,

v.

Pinto Valley Mining Corp., a Delaware
Corporation,

Defendant.

Case No. 2:25-cv-00184-JJT

Judge John J. Tuchi

**DECLARATION OF
SCOTT HARRELL**

I, Scott Harrell, pursuant to 28 U.S. C. § 1746, declare as follows:

1. I am over age 18, and the facts contained herein are based on my personal knowledge.
2. I am currently the Manager of Employee Services for Pinto Valley Mining Corp. (“Pinto Valley”). I have held this position since December 2021.
3. Based on my roles and experience with Pinto Valley, I am familiar with Pinto Valley’s business structure, organization, and human resources, employment, and labor processes.
4. In my current role of Manager of Employee Services, I oversee various human resources, employment, and labor matters for Pinto Valley. As a result, I am familiar with the collective bargaining agreement between Pinto Valley, on the one hand, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 104, International Union of Operating Engineers, Local No. 428, International Brotherhood of Electrical Workers, Local No. 518, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 627, and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 469, jointly (the “Union”), on the other hand, effective August 27, 2022 through August 31, 2026 (the “Current CBA”). A true and correct copy of the Current CBA is attached hereto as Exhibit 1. The parties prior collective bargaining agreement was effective May 30, 2018 through May 29, 2022 (“Prior CBA”). A true and correct copy of the Prior CBA is attached as Exhibit 2. The parties entered into a Contract

Extension Agreement to bridge the gap between the effective dates of the Prior CBA and the Current CBA, which indefinitely extended the Prior CBA when the parties negotiated the Current CBA. A true and correct copy of the Contract Extension Agreement is attached as Exhibit 3. The “Current CBA” and “Prior CBA” shall be referred to collectively as the “CBA.” Pinto Valley is a party to the CBAs, which exclusively govern the employment of Pinto Valley’s hourly workers.

5. In my current position, I have access to personnel data and payroll information for Pinto Valley hourly employees, including Plaintiff Alfred Valtierra, III (“Plaintiff” or “Valtierra”). Those business records of Pinto Valley are prepared and maintained by employees of Pinto Valley who have a business duty to do so and are kept in the ordinary course of business. The entries made in such business records were made at or near the time of the occurrence of the events recorded in such records. In addition, the business records are kept in a safe and secure location.
6. Pinto Valley’s employment data shows that all hourly Pinto Valley employees, as of the date Valtierra filed the Complaint, were covered by the CBA, and this was the case also for the duration of the two CBAs noted above and the extension period bridging their stated dates.
7. Employment data related to Plaintiff reflects that Plaintiff’s hire date by Pinto Valley was February 14, 2023, and his termination date was March 7, 2024. At the time of his termination, Valtierra’s job title was Processing Maintenance Technician 4. Valtierra worked at Pinto Valley’s Miami, Arizona location throughout his employment with Pinto Valley.
8. At all times during his employment with Pinto Valley, Valtierra was represented by the Union, as reflected in the Current CBA. Accordingly, the terms and conditions of Valtierra’s employment with Pinto Valley were governed by the CBA.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 19, 2025 in Miami, Arizona.

Scott Harrell
Scott Harrell

EXHIBIT A-1

AGREEMENT

BETWEEN

PINTO VALLEY MINING CORP.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 104

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 428

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL NO. 518

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 627

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL NO. 469

JOINTLY

August 27, 2022

Through

August 31, 2026

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AGREEMENT

This Agreement is between Pinto Valley Mining Corp. ("Company") and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 104; International Union of Operating Engineers, Local No. 428; International Brotherhood of Electrical Workers, Local No. 518; United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 627; and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 469, jointly ("Union").

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of the Company's employees who are in the unit of employees for which the Union was certified as the representative in NLRB Case No. 28-RD-199646, dated July 6, 2017. The employees who are in the unit and who are covered by this Agreement are the employees who are employed in the classifications set forth in Exhibit A of this Agreement.

ARTICLE 2 SAFETY

2.1 Safety is a core value of the Company and is of the greatest importance to employees, the Union, and the Company. Employees will cooperate with the Company in maintaining a safe workplace. Employees will comply with safety rules and guidelines, they will properly use the appropriate safety equipment, and they will follow safe and efficient practices in the performance of their work. Employees will promptly notify the Company of any safety hazard that comes to their attention, and the Company will promptly respond to the notification of a safety hazard.

2.2 Employees must wear proper safety footwear. To assist employees in acquiring proper safety footwear, in each July the Company will provide employees with a safety footwear allowance in the amount of \$150.00 for their purchase of safety footwear.

2.3 For employees who require prescription safety glasses, the Company will provide one pair of Company approved prescription safety glasses with side protection per year.

2.4 Processing Division employees who work in the hydromet area and leach area must wear acid resistant clothing. The Company will provide these employees with acid resistant clothing.

2.5 The Company may install, use, remove, or modify fatigue and safety monitoring systems and procedures.

2.6 If an employee is injured on the job, he must report the injury to a Supervisor as soon as possible on the date of the injury and before leaving the property. If the injury prevents

the employee from completing the remainder of the shift, the employee will be paid for the remainder of the shift.

ARTICLE 3 SAFETY AND OPERATING RULES

Safety and operating rules and codes may be prepared, issued, and revised by the Company. Copies of the safety and operating rules and codes will be furnished to employees.

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

4.1 Neither the Company nor the Union will discriminate against an employee because of the employee's race, color, religion, sex, national origin, age (40 and over), disability, genetic information, veteran status, membership or non-membership in the Union, or engaging in or declining to engage in lawful Union activities.

4.2 References to one gender in this Agreement include individuals of both genders.

ARTICLE 5 UNION DUES DEDUCTIONS

5.1 During this Agreement, the Company will, upon receipt of a valid, voluntary Union dues deduction authorization signed by an employee, deduct from the employee's pay Union initiation fees, if any, and the regular monthly Union membership dues. Other required withholdings, including but not limited to, taxes, health and welfare plan contributions, 401(k) plan deductions, and garnishments, will be deducted from an employee's pay before Union initiation fees and membership dues. Each constituent union will inform the Company of the amount of initiation fees and membership dues to be deducted. The Company will begin to deduct membership dues from an employee's pay for the calendar month following the month in which the Company receives a valid authorization for that employee. The Company will remit the amounts deducted to each constituent union on a monthly basis.

5.2 Unless timely revoked, an authorization will not be revocable for a period of one year from the date of signing of the authorization, or until the termination of this Agreement, whichever occurs sooner, and for successive one-year periods following the anniversary of the date of signing the authorization. However, an authorization may be revoked during the 15 days before any anniversary date of the signing of the authorization and during the 15 days before the termination of this Agreement. An authorization may be revoked during these 15-day periods by giving a written notice of revocation to the Company and the Union. A revocation will be effective for the calendar month following the month in which notice of revocation is provided to the Company and Union. All dues deduction authorizations must be consistent with this Article 5.2 and must have identical language.

5.3 An authorization signed by an employee becomes void when the employee leaves the bargaining unit.

5.4 Employees who work in the following classifications may only have initiation fees and membership dues deducted and remitted to the constituent unions as indicated below:

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 104

Mine Production Technician 1

Mine Production Technician 2

Mine Maintenance Tire Technician 3

Warehouse Technician 1

Warehouse Technician 2

Warehouse Technician 3

International Union of Operating Engineers, Local No. 428

Mine Production Technician 3

Mine Production Technician 4

Mine Maintenance Technician 2

Mine Maintenance Technician 4

Mine Maintenance Technician 5

Mine Maintenance Lube Technician 3

International Brotherhood of Electrical Workers, Local No. 518

Processing Electrician 5

Processing Electrician 6

Operations Support Electrician 5

Operations Support Electrician 6

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

Processing Production Technician 1

Processing Production Technician 2
Processing Production Technician 3
Processing Production Technician 4
Processing Maintenance Technician 2
Processing Maintenance Technician 4
Processing Maintenance Technician 5
Processing Machinist 4
Processing Machinist 5
Environmental Technician 1
Environmental Technician 2
SXEW Technician 1
SXEW Technician 2
SXEW Technician 3
SXEW Technician 4
Outlying Technician 1
Outlying Technician 2
Outlying Technician 3
Outlying Technician 4
Outlying Pump Technician 5
Outlying Pump Technician 6
Facilities Road Technician 2
Facilities Road Technician 3
Facilities Road Technician 4
Outlying Maintenance Technician 2
Outlying Maintenance Technician 3
Outlying Maintenance Technician 4
Outlying Maintenance Technician 5
Operations Support Machinist 4
Operations Support Machinist 5
Facilities Technician 4

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and
Helpers, Local No. 627

Mine Boilermaker Welder 5
Processing Boilermaker Welder 4
Processing Boilermaker Welder 5
Operations Support Boilermaker 4
Operations Support Boilermaker 5

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting
Industry of the United States and Canada, Local No. 469

Processing Pipefitter Welder 4
Processing Pipefitter Welder 5
Operations Support Pipefitter 4
Operations Support Pipefitter 5

5.5 The outline of classifications and constituent unions in Article 5.4 concerns only the identification of which constituent union will receive initiation fees and membership dues deducted from the pay of employees who work in the various classifications. The outline of classifications and constituent unions in Article 5.4 has no consequence or impact on any other context, issue, or matter. Notwithstanding Article 5.4, all bargaining unit employees are represented by the Union.

5.6 When an employee fills a temporary vacancy, that will not affect the employee's dues deduction authorization or the constituent union to which his dues will be remitted. When an employee moves to a classification for which a different constituent union is to receive dues, the employee's existing authorization will become void and the employee must sign a new valid authorization if he wishes to have dues deducted and remitted to the constituent union that corresponds to the employee's new classification.

5.7 The Union and each constituent union indemnifies the Company against any claims, demands, losses, suits, judgments, rulings, awards, or any other liability arising out of any actions taken or not taken pursuant to or relating to this Article.

ARTICLE 6 UNION REPRESENTATIVES

6.1 The Union must provide the Company with written notice of the employees who are authorized to act as the Union's representatives. The written notice shall include the names of the employees and their Union positions. The Union must provide the Company with written notice of any changes in authorized Union representatives. Only those employees who are identified as authorized Union representatives in the Union's written notice have the authority to act on behalf of the Union. Other than negotiations and arbitrations, all Union business will be conducted outside of the work time of the employees involved.

6.2 Once a month the Company will provide a location on Company property for Union representatives to meet with new employees during the employee's nonwork time.

ARTICLE 7 UNION BULLETIN BOARDS

The Company will provide the Union with three bulletin boards each divided into six sections. The bulletin boards will be enclosed, will have a canopy roof, and will be located near the Mine washroom, near the Processing washroom, and near the North Barn. Only notices concerning Union business may be posted on the bulletin board. The notices must be signed by an authorized Union representative.

ARTICLE 8 GRIEVANCE AND ARBITRATION PROCEDURE

8.1 A grievance is a complaint alleging a violation of a provision of this Agreement arising from a specific act or situation, or an alleged violation of an employment related statute, regulation, or other law.

8.2 Before a grievance is submitted, an employee must first discuss the matter with his immediate supervisor and attempt to resolve it. If the discussion between the employee and his immediate supervisor fails to resolve the matter, the employee may submit a grievance.

8.3 Step 1. A grievance must be written, be signed by the employee, state the facts upon which the grievance is based, identify the specific provisions of the Agreement allegedly violated or the employment related statute, regulation, or other law allegedly violated, and state the remedy sought. The grievance must be submitted to the aggrieved employee's immediate supervisor within seven calendar days of the event giving rise to the grievance.

The employee's department head or his representative will schedule a Step 1 grievance meeting within 10 calendar days of the supervisor's receipt of the grievance. Although the scheduling will occur during these 10 calendar days, the actual meeting date may be after the 10 calendar days. The aggrieved employee and a Union representative may attend the Step 1 grievance meeting. Within 10 calendar days of the Step 1 grievance meeting, the department head

or his representative will provide a written decision to the aggrieved employee. A copy of the written decision will be provided to the Union. If the Step 1 decision does not resolve the grievance, the employee may appeal the grievance to Step 2.

Step 2. The appeal to Step 2 must be written, submitted to the Manager of Human Resources within 10 calendar days of the date the Step 1 decision is provided to the aggrieved employee, and state the reasons the Step 1 decision is claimed to be unsatisfactory. The Manager of Human Resources or his representative will schedule a Step 2 grievance meeting within 10 calendar days of the date the Step 2 appeal is submitted. Although the scheduling will occur during these 10 calendar days, the actual meeting date may be after the 10 calendar days. The aggrieved employee and a Union representative may attend the Step 2 grievance meeting. Within 10 calendar days of the Step 2 grievance meeting, the Manager of Human Resources or his representative will provide a written decision to the aggrieved employee. A copy of the written decision will be provided to the Union. If the Step 2 decision does not resolve the grievance, the Union may appeal the grievance to arbitration.

Step 3. The appeal to arbitration must be written and submitted to the Manager of Human Resources within 10 calendar days of the date the Step 2 decision is provided to the aggrieved employee.

8.4 During the 10 calendar days following the Union's submission of its appeal to arbitration, the parties will select an arbitrator from the following panel of arbitrators:

Sara Adler

Gary A. Anderson

Gary L. Axon

Charles J. Crider

Elizabeth G. Ford

Lynne M. Gomez

Anthony Miller

If the parties do not otherwise agree upon the selection of an arbitrator from the panel, an arbitrator will be selected by the parties alternately striking arbitrators from the panel until one arbitrator remains and that will be the arbitrator selected for the case.

8.5 An arbitrator shall not add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.

8.6 The parties will share equally the fees and expenses of the arbitrator, the costs of a transcript of the arbitration hearing, and the location for the arbitration hearing.

8.7 Multiple grievances will be arbitrated in one arbitration proceeding when the parties agree in writing to do so.

8.8 All matters involving discipline or discharge shall not be arbitrable matters except as to the facts.

8.9 Testimony at an arbitration hearing will be under oath and witnesses will be sworn individually at the time they testify.

8.10 Grievance meetings will be held outside the work hours of the employees involved to the maximum extent possible.

8.11 The time periods set forth in this Article 8 are material. The parties may extend the time periods in this Article by a written agreement signed before the time periods expire.

8.12 Nothing in this Agreement shall interfere with the right of an employee under Section 9(a) of the National Labor Relations Act to present a grievance to the Company without the intervention of the Union.

8.13 Claims of alleged violations of employment related statutes, regulations or other state or federal laws, other than claims arising under the Employee Retirement Income Security Act, are subject to this grievance and arbitration procedure and this grievance and arbitration procedure is the sole and exclusive procedure for addressing such alleged violations. This provision includes, but is not limited to, Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Genetic Information Nondiscrimination Act, the Arizona Civil Rights Act, and the Arizona Wage Payment Act. An arbitrator will apply the appropriate law in deciding a grievance involving a claim of an alleged violation of an employment related statute, regulation, or other law. This Article 8.13 does not preclude an employee from filing a claim or complaint with a state or federal agency.

ARTICLE 9 CORRECTIVE ACTION

Written warnings will not impact future corrective actions when more than two years have passed since their issuance. Disciplinary suspensions of two days or less will not impact future corrective actions when more than three years have passed since the suspension was completed. Disciplinary suspensions of three days or longer will not impact future corrective actions when more than four years have passed since the suspension was completed.

ARTICLE 10 HOURS AND SCHEDULES

10.1 The payroll workweek will be 5:00 a.m. Monday to 5:00 a.m. Monday for employees who have shifts that start at 5:00 a.m., the payroll workweek will be 6:00 a.m. Monday to 6:00 a.m. Monday for employees who have shifts that start at 6:00 a.m., and for other employees the payroll workweek will be midnight Sunday to midnight Sunday. The Company may change the payroll workweek.

10.2 Regular work shifts will range from eight hours to 12-1/2 hours.

10.3 Work schedules will be established by the Company and will be posted or otherwise communicated to employees. Changes in an employee's regular work schedule shall be posted by the Friday at least seven days before the workweek involved. Employees are responsible for determining and complying with their work schedule from the posted schedule.

ARTICLE 11 LUNCHES

11.1 Employees who work on rotating shifts will be allowed to eat their lunch at approximately the middle of the shift at a time that minimizes interference with the operations. Employees will take just the time necessary (normally no more than 15 to 20 minutes) to eat their lunch and the time will be paid.

11.2 Employees who work on nonrotating shifts will have an unpaid half hour lunch period at approximately the middle of the shift. If an employee is asked to perform work during that half hour lunch period, the employee will be paid for that lunch period.

11.3 For employees who work overtime following eight hour and 10-hour shifts, the Company will provide a lunch at approximately the start of the twelfth hour after the beginning of their shift. For employees who are called out, if the work lasts more than four hours, the Company will provide a lunch at approximately four hours after the work starts and at approximately four hours after that. Employees working overtime or on call out will take just the time necessary to eat their lunch and the time will be paid.

ARTICLE 12 OVERTIME WORK

12.1 Overtime work will be distributed within a crew or an overtime group. Employees on a crew or overtime group will be listed in order of Company seniority for overtime distribution purposes.

12.2 Overtime requirements will first be attempted to be met on a voluntary basis. Voluntary overtime will be offered on a rotating basis within a crew or overtime group.

12.3 When overtime work must be assigned, each payroll period the Company will start by assigning the overtime work to the least senior employee within the crew or overtime group, and then continuing to assign the work in seniority order to employees within the crew or overtime group as necessary during each payroll period.

12.4 Overtime work will be distributed as set forth in this Article to available, qualified employees.

12.5 Employees who work 12-hour shifts will not be required to work overtime following completion of their 12-hour shift except in an emergency.

12.6 If an employee is bypassed for an overtime opportunity due to an error, that employee will, upon request, be offered the next opportunity for overtime work when it arises.

12.7 Employees who are regularly scheduled to work 12-hour shifts will be provided an opportunity to select up to two scheduled periods of seven consecutive days off per year during which they will not be assigned overtime work. Employees will be given preference in selecting their protected periods based upon Company seniority if they submit their request before the December 15 prior to the calendar year in which they want to use the protected periods. Requests for protected periods submitted after December 15 will be handled on a first come, first served basis. All requests for protected periods must be approved by the Company.

ARTICLE 13
PAY

13.1 The wage rates for the classifications are as follows:

CLASSIFICATION	August 27, 2022	August 27, 2023	August 27, 2024	August 27, 2025
Mine Production Technician 1	\$22.00	\$22.50	\$23.00	\$23.50
Mine Production Technician 2	\$30.00	\$30.70	\$31.40	\$32.00
Mine Production Technician 3	\$32.50	\$33.25	\$34.00	\$34.65
Mine Production Technician 4	\$35.00	\$35.80	\$36.60	\$37.30
Mine Maintenance Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Mine Maintenance Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Mine Maintenance Technician 5	\$35.00	\$35.80	\$36.60	\$37.30
Mine Maintenance Lube Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Mine Maintenance Tire Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Mine Boilermaker Welder 5	\$32.50	\$33.25	\$34.00	\$34.65
Processing Production Technician 1	\$22.00	\$22.50	\$23.00	\$23.50
Processing Production Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Processing Production Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Processing Production Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Processing Maintenance Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Processing Maintenance Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Processing Maintenance Technician 5	\$35.00	\$35.80	\$36.60	\$37.30
Processing Electrician 5	\$35.00	\$35.80	\$36.60	\$37.30
Processing Electrician 6	\$38.00	\$38.85	\$39.75	\$40.50
Processing Pipefitter Welder 4	\$32.50	\$33.25	\$34.00	\$34.65
Processing Pipefitter Welder 5	\$35.00	\$35.80	\$36.60	\$37.30
Processing Boilermaker Welder 4	\$32.50	\$33.25	\$34.00	\$34.65
Processing Boilermaker Welder 5	\$35.00	\$35.80	\$36.60	\$37.30
Processing Machinist 4	\$32.50	\$33.25	\$34.00	\$34.65
Processing Machinist 5	\$35.00	\$35.80	\$36.60	\$37.30
Environmental Technician 1	\$30.00	\$30.70	\$31.40	\$32.00
Environmental Technician 2	\$32.50	\$33.25	\$34.00	\$34.65

Warehouse Technician 1	\$22.00	\$22.50	\$23.00	\$23.50
Warehouse Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Warehouse Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
SXEW Technician 1	\$22.00	\$22.50	\$23.00	\$23.50
SXEW Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
SXEW Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
SXEW Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Outlying Technician 1	\$22.00	\$22.50	\$23.00	\$23.50
Outlying Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Outlying Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Outlying Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Facilities Road Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Facilities Road Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Facilities Road Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Outlying Pump Technician 5	\$32.50	\$33.25	\$34.00	\$34.65
Outlying Pump Technician 6	\$35.00	\$35.80	\$36.60	\$37.30
Outlying Maintenance Technician 2	\$25.00	\$25.55	\$26.15	\$26.65
Outlying Maintenance Technician 3	\$30.00	\$30.70	\$31.40	\$32.00
Outlying Maintenance Technician 4	\$32.50	\$33.25	\$34.00	\$34.65
Outlying Maintenance Technician 5	\$35.00	\$35.80	\$36.60	\$37.30
Operations Support Pipefitter 4	\$32.50	\$33.25	\$34.00	\$34.65
Operations Support Pipefitter 5	\$35.00	\$35.80	\$36.60	\$37.30
Operations Support Boilermaker 4	\$32.50	\$33.25	\$34.00	\$34.65
Operations Support Boilermaker 5	\$35.00	\$35.80	\$36.60	\$37.30
Operations Support Machinist 4	\$32.50	\$33.25	\$34.00	\$34.65
Operations Support Machinist 5	\$35.00	\$35.80	\$36.60	\$37.30
Operations Support Electrician 5	\$35.00	\$35.80	\$36.60	\$37.30
Operations Support Electrician 6	\$38.00	\$38.85	\$39.75	\$40.50
Facilities Technician 4	\$30.00	\$30.70	\$31.40	\$32.00

13.2 The wage rates in Article 13.1 are the minimum wage rates that will be paid during this Agreement. Higher wage rates may be paid if the Company determines that market conditions warrant higher rates.

13.3 When wage rates change, the changes will be made at the start of a pay period. Thus, with respect to the wage rate changes set forth in Article 13.1, those changes will be made at the start of the pay periods that begin on or after the date listed.

13.4 Except as may be required by the Fair Labor Standards Act, there shall be no pyramiding of overtime pay or premium pay for the same hours worked.

13.5 If the Company determines that it is necessary to pay a special payment in order to attract qualified employees to certain jobs, it may pay new employees a special payment during the first six calendar months of their employment. The amount of the special payment will be determined by the Company.

13.6 The payroll period will be a biweekly period and employees will be paid on Fridays.

ARTICLE 14 OVERTIME PAY

Hours worked in excess of 40 in a payroll workweek will be paid at 1-1/2 times the employee's regular rate. Paid time that is not worked does not count as hours worked.

ARTICLE 15 ROTATING SHIFT PREMIUM

Employees who work on rotating shifts will be paid a premium of \$.25 per hour.

ARTICLE 16 REPORTING PAY OR WORK

Unless notified not to report, an employee who reports for scheduled work will be provided with one half shift of work or one half shift of pay, unless the Company is unable to provide work for the employee because of lightning, storms, fire, utility failure, breakdown of equipment or machinery, government action, or other causes beyond the Company's control. An employee will not be eligible for the one half shift of work or pay if the Company tried to call the employee at the employee's number on file at least three hours before the start of the shift and the employee did not answer the call.

ARTICLE 17 CALL OUTS

17.1 An employee who is called out to perform unscheduled work will be paid the greater of i) 1-1/2 times the employee's wage rate for the time worked, or ii) 1-1/2 times the employee's wage rate for three hours. In addition, an employee will be paid \$100.00 for each time the employee works in response to a call out.

17.2 When an employee is called out to work before the start of the employee's scheduled shift and works until the start of the employee's shift, the time worked before the start of the shift will be paid as a call out.

17.3 When an employee leaves work after completing the work for which the employee was called out, the employee will not be required to report for work until eight hours after the time the employee leaves work. If the employee misses a portion of a regular work shift during that eight-hour period, the employee will be paid for the portion of the shift that the employee necessarily misses at the employee's regular wage rate.

17.4 Employees must make every effort to respond to call outs. Employees must have a phone and must provide the Company with a current, valid phone number.

ARTICLE 18 COMMERCIAL DRIVER LICENSE

18.1 Eligible employees who are required by the Company to have and use a Commercial Driver License (CDL) will receive special payments. Employees who are required to have and use CDLs may also be required to successfully complete Hazmat training and may be required to have a hazard materials endorsement and a tanker endorsement. For each day that the Company requires an employee to drive a vehicle on a public road for which a CDL is required, the employee will receive a payment of \$30.00.

18.2 The Company will reimburse employees for the test fees and medical examination costs necessarily incurred in obtaining a required CDL.

ARTICLE 19 TOOL ALLOWANCE

19.1 Regular employees in the following classifications will receive a tool allowance of \$400.00 in each September:

Mine Maintenance Technician 2
Mine Maintenance Tire Technician 3
Processing Maintenance Technician 2
Outlying Maintenance Technician 2
Outlying Maintenance Technician 3
Facilities Technician 4

19.2 Regular employees in the following classifications will receive a tool allowance of \$800.00 in each September:

Mine Maintenance Technician 4
Processing Maintenance Technician 4

Processing Pipefitter Welder 4
Processing Boilermaker Welder 4
Processing Machinist 4
Operations Support Pipefitter 4
Outlying Maintenance Technician 4
Operations Support Boilermaker 4
Operations Support Machinist 4

19.3 Regular employees in the following classifications will receive a tool allowance of \$1,200.00 in each September:

Mine Maintenance Technician 5
Processing Maintenance Technician 5
Processing Pipefitter Welder 5
Processing Boilermaker Welder 5
Processing Electrician 5
Processing Electrician 6
Processing Machinist 5
Operations Support Electrician 5
Operations Support Electrician 6
Operations Support Pipefitter 5
Outlying Maintenance Technician 5
Operations Support Boilermaker 5
Operations Support Machinist 5

ARTICLE 20

DIVISIONS, DEPARTMENTS, AND CLASSIFICATIONS

The current divisions, departments and classifications are set forth in Exhibit A. The Company can revise, add, or remove divisions, departments, and classifications.

ARTICLE 21 SENIORITY

21.1 Employees will have Company seniority and classification seniority. Employees will not obtain a classification seniority date in the Mine Production Technician 1 and Processing Production Technician 1 classifications.

21.2 Regular employees will obtain a classification seniority date as of the date they first fill a regular vacancy in a classification. Employees who transfer out of a department will lose all classification seniority dates they had in the department from which they transfer.

21.3 Employees shall lose their seniority and their employment shall terminate if they i) quit, ii) retire, iii) are discharged, iv) are laid off for more than 24 months, (v) are absent for any reason other than layoff for one year, or vi) fail to return to work from layoff as provided in Article 28.

21.4 The Company will provide the Union with a copy of a seniority list at quarterly intervals.

ARTICLE 22 PROBATION PERIOD

22.1 Employees will be in a probation period for the first four calendar months that they work for the Company. Probation employees may be transferred, laid off, disciplined, or terminated at the sole discretion of the Company. Upon successful completion of the probation period, employees will obtain a Company seniority date as of the first day they worked for the Company. If employees work in a classification other than Mine Production Technician 1 and Processing Production Technician 1, upon successful completion of the probation period, they will also obtain a classification seniority date in the classification they work in at the time of completing the probation period, unless they are then filling a temporary vacancy.

22.2 If two or more employees who were hired on the same day successfully complete the probation period, their relative Company seniority order will be determined by drawing a number.

22.3 Probation employees may use the grievance and arbitration procedure.

22.4 Regular employees are employees who have successfully completed the probation period.

ARTICLE 23 MUTUAL ASSESSMENT PERIOD

Unless an employee is filling a temporary vacancy, the first 10 shifts that an employee works after a regular employee transfers to a new classification is a mutual assessment time. During this 10-shift period either the employee or the Company can determine that the employee and the new classification are not a satisfactory match. If it is determined during this period that

the employee and the new classification are not a satisfactory match, the employee will return to the employee's prior job at the earliest practicable date.

ARTICLE 24 REGULAR VACANCIES

24.1 The Company will determine employee skills and qualifications and the skills and qualifications required for the various classifications. When the Company changes the list of skills for the classifications, the Company will provide the Union with written notice of the change.

24.2 Except as provided in Article 24.3, when the Company determines that a regular vacancy occurs, it will be filled as follows:

(a) If employees have been reduced or laid off from the classification, they will be restored or recalled based upon their classification seniority in the classification in which the vacancy occurs, unless the vacancy is in the Mine Production Technician 1 or Processing Production Technician 1 classifications; if the vacancy is in the Mine Production Technician 1 or Processing Production Technician 1 classifications, employees will be recalled based upon their Company seniority;

(b) If the vacancy is not filled pursuant to paragraph (a), a notice of the vacancy will be posted for five calendar days on colored paper in the division in which the vacancy occurs and employees in that division and any Mine Production Technician 1 and Processing Production Technician 1 may bid on the vacancy during the five day posting period; Company seniority will be used to determine who is to be selected to fill the vacancy when the Company determines that the qualifications, skills, and employment records of the bidders are equal;

(c) If no employee bids for the vacancy, or if the Company determines that none of the bidders are qualified to fill the vacancy, the vacancy can be filled from any source.

24.3

(a) Employees will be placed in the classifications listed in paragraph (b) when the Company determines there is a need for employees in those classifications and the employees have the necessary qualifications and skills for the classification. Thus, for example, when the Company determines that a Processing Maintenance Technician 2 has the qualifications and skills to be a Processing Maintenance Technician 4, he will be placed in the Processing Maintenance Technician 4 classification, and when the Company determines that a Processing Maintenance Technician 4 has the qualifications and skills to be a Processing Maintenance Technician 5, he will be placed in the Processing Maintenance Technician 5 classification.

(b) The provisions of paragraph (a) apply to the following classifications: Mine Maintenance Technician 2, Mine Maintenance Technician 4, Mine Maintenance Technician 5, Mine Maintenance Lube Technician 3, Mine Maintenance Tire Technician 3, Mine Boilermaker Welder 5, Processing Maintenance Technician 2, Processing Maintenance Technician 4, Processing Maintenance Technician 5, Processing Electrician 5, Processing Electrician 6, Processing Pipefitter Welder 4, Processing Pipefitter Welder 5, Processing Boilermaker Welder 4,

Processing Boilermaker Welder 5, Processing Machinist 4, Processing Machinist 5, Outlying Maintenance Technician 5, Outlying Maintenance Technician 4, Outlying Maintenance Technician 3, Outlying Maintenance Technician 2, Operations Support Pipefitter 5, Operations Support Pipefitter 4, Operations Support Boilermaker 5, Operations Support Boilermaker 4, Operations Support Machinist 5, Operations Support Machinist 4, Operations Support Electrician 6, Operations Support Electrician 5, and Facilities Technician 4.

(c) When there is a need for more employees in the classifications listed in paragraph (b) and the Company determines that there are no employees with the required qualifications and skills to fill the need, the Company may hire employees.

ARTICLE 25 TEMPORARY VACANCIES

25.1 When the Company determines that a temporary vacancy exists, for the first 90 calendar days of the temporary vacancy the Company will, if practical, fill the temporary vacancy with a qualified employee from the division in which the temporary vacancy exists. If it is not practical to fill the temporary vacancy with a qualified employee from the division in which the temporary vacancy exists, it can be filled from any source. If the temporary vacancy lasts more than 90 calendar days, the temporary vacancy will be filled by following the procedures set forth in Article 24.

25.2 When an employee fills a temporary vacancy in a classification with a wage rate less than the wage rate for his regular classification, he will be paid the wage rate for his regular classification. When an employee fills a temporary vacancy in a classification with a wage rate higher than the wage rate for his regular classification, he will be paid the higher wage rate.

ARTICLE 26 TEMPORARY EMPLOYEES

The Company may hire temporary employees to work in the jobs listed in Article 13. Temporary employees will not work longer than 120 consecutive calendar days. Other than this Article 26, the provisions of this Agreement will not apply to temporary employees.

ARTICLE 27 REDUCTION OF FORCE

27.1 Except for Mine Production Technician 1 and Processing Production Technician 1, and except as provided in Article 27.2, in a reduction of force regular employees will be reduced from the affected classifications in reverse order of their classification seniority.

27.2 When a reduction of force involves the classifications listed in Article 24.3(b), other than the classifications of Mine Maintenance Lube Technician 3 and Mine Maintenance Tire Technician 3, employees in the lowest paid classification in a group will be reduced first, then employees in the second lowest paid classification in the group will be reduced, then the employees in the third lowest paid classification in the group will be reduced, and employees in the highest paid classification will be the last to be reduced. For example, when a reduction of force involves the Processing Maintenance Technicians, Processing Maintenance Technicians 2 will be reduced first, then Processing Maintenance Technicians 4 will be reduced,

and Processing Maintenance Technicians 5 will be the last to be reduced. When fewer than all of the employees in one of these classifications is to be reduced, the Company will determine who is to be reduced based upon qualifications, skills, and employment record, and if two or more employees are determined to be equal, the junior employee based upon classification seniority will be reduced first.

27.3 Before being laid off, an employee may displace a junior Mine Production Technician 1 or Processing Production Technician 1 based upon Company seniority.

ARTICLE 28 RESTORATION OF FORCE

28.1 Except for Mine Production Technician 1 and Processing Production Technician 1 and except as provided in Article 28.2, employees will be restored to classifications in which they have classification seniority in order of classification seniority. Employees will be restored to the Mine Production Technician 1 and Processing Production Technician 1 classifications in order of Company seniority.

28.2 When a restoration of force involves the classifications listed in Article 24.3(b), employees will be restored to those classifications in the reverse order in which they were reduced from those classifications.

28.3 Employees who are laid off will retain their seniority dates and the right to be recalled for 24 months from the date they are laid off.

28.4 Employees who are laid off must provide the Company with their current addresses and phone numbers. The Company will send notices of recall to laid off employees by certified mail, return receipt requested. Employees must respond to the notices of recall within seven calendar days of the date the notices of recall are mailed. Unless granted an extension by the Company in advance of the deadline, employees must report to work within 10 calendar days of the date the recall notices were mailed.

ARTICLE 29 TEMPORARY SUPERVISOR

Employees may be designated by the Company as Temporary Supervisors. To be designated as Temporary Supervisor, an employee must be designated as a Temporary Supervisor in writing by both the Division Manager and the Human Resources Manager. When employees are designated in writing as Temporary Supervisors and work as Temporary Supervisors, they will be paid \$2.00 more than their regular wage rate. While working as Temporary Supervisors, employees will not perform more than a minimum amount of their regular duties in addition to supervisory responsibilities.

ARTICLE 30 VACATIONS

30.1 Vacations will be earned and taken in the same calendar year and vacations cannot be carried over from one calendar year to another calendar year. After January 1 of each year an employee may schedule and take all of the vacation that the employee will earn by working

during that year. An employee who leaves the employ of the Company and who has taken vacation that he has not earned will have the vacation pay he received but did not earn deducted from his last paycheck.

30.2 In the calendar year in which an employee is hired, the employee will earn four hours of vacation for each full calendar month he works. The vacation earned by an employee in the calendar year in which the employee was hired must be taken in that calendar year and cannot be carried over to another calendar year.

30.3

(a) Eligible employees hired on or before December 31, 2017 will receive the following vacation, beginning with the first full calendar year they are employed:

<u>Completed Years of Service as of January 1</u>	<u>Annual Vacation</u>
5 or fewer	80 hours
6 through 14	120 hours
15 through 24	160 hours
25 or more	200 hours (b)

(b) Eligible employees hired on or after January 1, 2018 will receive the following vacation, beginning with the first full calendar year they are employed:

<u>Completed Years of Service as of January 1</u>	<u>Annual Vacation</u>
5 or fewer	80 hours
6 through 19	120 hours
20 or more	160 hours

30.4 Employees who work in every calendar month in a year will earn the amounts of vacation listed in Article 30.3 Employees who fail to work in one or more calendar months in a calendar year will earn the following amounts of vacation during the months in which they do work in that year:

(a) Employees hired on or before December 31, 2017:

<u>Completed Years of Service As of January 1</u>	<u>Amount of Vacation Earned For Each Calendar Month Worked In A Calendar Year In Which Employee Misses One Or More Calendar Months of Work</u>
5 or fewer	6.66 hours
6 through 14	10 hours
15 through 24	13.33 hours

25 or more 16.66

(b) Employees hired on or after January 1, 2018

<u>Completed Years of Service As of January 1</u>	<u>Amount of Vacation Earned For Each Calendar Month Worked In A Calendar Year In Which Employee Misses One Or More Calendar Months of Work</u>
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5 or fewer	6.66 hours
6 through 19	10 hours
20 or more	13.33 hours

30.5 Vacation hours will be paid at an employee's regular wage rate.

30.6 Vacations will be scheduled within crews or other appropriate work groups. Employees will be given preference for vacation scheduling within their crews or work groups based on Company seniority if they submit their vacation requests before the December 15 prior to the calendar year in which the vacation is to be taken. Vacation requests submitted after December 15 will be addressed on a first come, first served basis. All vacation dates must be approved by the Company.

30.7 If a holiday occurs during an employee's vacation, the employee will receive his normal holiday pay for an unworked holiday.

30.8 Up to three days of vacation may be taken on a day at a time basis. Normally employees must request day at a time vacation at least five calendar days in advance of the day or days to be taken as vacation. In case of an emergency, and with the approval of their supervisor, employees may take day at a time vacation by requesting the vacation less than five calendar days in advance of the day or days to be taken.

30.9 If employees do not use all of their vacation, they will be paid in January for the vacation they earned but did not take in the previous year.

30.10 An employee who retires, resigns with two weeks' notice, or is laid off and who has earned vacation he has not yet taken will be eligible to receive pay for those vacation hours not taken.

30.11 The earned paid sick time provisions of the Fair Wages and Healthy Families Act do not apply to employees covered by this Agreement.

ARTICLE 31 HOLIDAYS

31.1 Holidays are as follows:

New Year's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Eve
Christmas
New Year's Eve

31.2 To be eligible for holiday pay, an employee must (i) work his last scheduled shift before and his first scheduled shift after the holiday, and (ii) must work the holiday if he is scheduled to work. To be eligible for holiday pay, an employee must have worked in the payroll workweek in which the holiday falls, unless the employee's failure to work was due to vacation, funeral leave, or jury duty.

31.3 Holiday pay for an unworked holiday is pay for the number of hours an employee is regularly scheduled to work at the employee's regular wage rate. Thus, eight-hour shift employees will receive eight hours of holiday pay, 10-hour shift employees will receive 10 hours of holiday pay, and 12-hour shift employees will receive 12 hours of holiday pay. When an employee works on a holiday, the employee will receive the pay for an unworked holiday, plus 1-1/2 times the employee's regular wage rate for the hours worked.

ARTICLE 32 FUNERAL LEAVE

Employees will, upon request, receive up to three scheduled work days off with pay to attend the funeral of the employee's spouse, parent, parent-in-law, child, stepchild, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, stepparent, and legal dependents. Employees may take the three scheduled workdays off during the two-calendar week period that begins with the date of the death. In special circumstances, and with Supervisor approval, an employee may take one or more of the scheduled workdays off outside of the two-week period. Employees who work eight-hour shifts will receive a maximum of 24 hours of pay, employees who work 10-hour shifts will receive a maximum of 30 hours of pay, and employees who work 12-hour shifts will receive a maximum of 36 hours of pay. The pay will be at the employee's regular wage rate.

ARTICLE 33 JURY DUTY AND WITNESS SERVICE

33.1 Employees who perform mandatory jury duty or who are subpoenaed to testify in a legal action in which the employee is not a party will be excused from work for the days they perform jury duty or testify, and they will receive pay for the scheduled hours of work

they necessarily miss at their regular wage rate. Employees who are scheduled to work the night shift will not be required to work the night shift if they performed jury duty or testified that day, and they will receive pay for the scheduled hours of work they miss at their regular wage rate. To be eligible for jury duty or witness service pay, employees must provide their supervisor with written verification of their performance of jury duty or subpoenaed witness service in an action in which the employee was not a party.

33.2 When employees testify in any legal proceeding at the request of the Company, they will be paid their regular wage rate for the regularly scheduled work they necessarily miss. The Company will also pay employees' reasonable and necessary expenses for transportation, meals, and lodging incurred in connection with testifying.

ARTICLE 34 PAID SICK LEAVE

34.1 Eligible regular employees may take up to three days of paid sick leave each calendar year. Employees may take paid sick leave when they are ill and unable to work or when the employee's spouse or children are ill and require the care of the employee.

34.2 Employees must provide as much advance notice as possible when they need to use paid sick leave and, at a minimum, must provide notice prior to the start of the shift they will miss of their need to use sick leave. Employees who do not provide notice prior to the start of the shift are not eligible for paid sick leave.

34.3 For a day of paid sick leave, employees will receive their regular wage rate for the shift they are normally scheduled to work. For example, eight-hour shift employees will receive eight hours of pay at their regular straight time wage rate, 10-hour shift employees will receive 10 hours of pay at their regular straight time wage rate, and 12-hour shift employees will receive 12 hours of pay at their regular straight time wage rate.

34.4 There shall be no carryover or payment of any unused paid sick leave.

ARTICLE 35 LEAVES OF ABSENCE

35.1 Leaves of absence for family and medical reasons will be granted in accordance with the Company's Family and Medical Leave policy.

35.2 Upon written request, and for compelling reasons, the Company may grant a regular employee one unpaid leave of absence of up to 45 consecutive calendar days during this Agreement. Upon written request, and for compelling reasons, the Company may grant a probation employee one unpaid leave of absence of up to 10 consecutive calendar days. An employee's written request for a leave must be submitted to the employee's supervisor at least five calendar days in advance of the desired leave.

35.3 Upon written request, the Company will grant no more than one employee at a time an unpaid leave for up to one continuous year to perform a full time Union job. The written request must be submitted at least 10 calendar days in advance of the desired leave. During the leave, the employee will receive no benefits, but the employee will continue to accrue seniority.

Upon written application for reinstatement to work at the conclusion of the leave, the employee will be reinstated if there is a vacancy in a classification in which he has a classification seniority date. If there is no vacancy, the employee will be reinstated when a vacancy occurs in a classification in which he has a classification seniority date.

35.4 Upon written request, the Company may grant employees short term, unpaid leaves of absence to perform local Union functions. Unless it is impossible to do so, the written request must be submitted at least seven calendar days in advance of the requested leave. If it is impossible to submit the written request seven calendar days in advance of the requested leave, the written request must be submitted as far in advance of the requested leave as possible. The written request must specify the dates of the requested leave and must set forth the reasons for the requested leave. For negotiations, the Company will grant up to six employees leave. For arbitration, in addition to leave for necessary witnesses, the Company will grant one employee leave. For other types of local Union functions, leave will be granted to the minimum number of employees for the minimum time necessary to perform the functions, when doing so does not unduly interfere with safe and efficient operations.

35.5 Except as provided in Articles 35.3 and 35.4, an employee may not engage in any type of employment while on leave.

ARTICLE 36 MILITARY LEAVE

36.1 Leave of absence for military service will be granted in accordance with applicable law.

36.2 A regular employee who is required to attend an Armed Forces Reserve camp or a National Guard camp will be paid the difference for two weeks between the pay he receives from the government (excluding travel, subsistence, or quarters allowance) and his straight time wage rate for the hours of regularly scheduled work he necessarily misses while attending camp. To be eligible to receive this pay, an employee must provide his supervisor with the documents that set forth the dates the employee was required to attend the camp and the amount of pay he received from the government.

ARTICLE 37 MEDICAL EVALUATIONS

37.1 When it is job related and consistent with business necessity, the Company may require, at its expense, that an employee be examined by a licensed health care professional (LHCP) selected by the Company to determine the employee's ability to safely perform the essential functions of the employee's job.

37.2 An employee will execute any authorizations required to release to the LHCP and the Company medical records related to the employee's ability to safely and effectively perform the employee's job. An employee will not be required to submit to a test or answer a medical history question that is unrelated to the employee's ability to perform his job.

37.3 At the employee's request, the employee will be given a copy of the LHCP's medical report, if a report is provided to the Company.

37.4 An arbitrator may not substitute his judgment for the judgment or opinion reached by the LHCP.

ARTICLE 38 BAN ON STRIKES AND LOCKOUTS

38.1 During this Agreement, there shall be no strike, sympathy strike, work stoppage, slowdown, walkout, picketing, bannering, concerted failure to report to work, refusal to cross a picket line, or any other interference with work or the Company's operations called, authorized, approved, encouraged, supported, sanctioned, condoned, or ratified by the Union. No employee shall, directly or indirectly, instigate, support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, bannering, concerted failure to report to work, refusal to cross a picket line, or any other interference with work or the Company's operations.

38.2 The Company will not lock out employees during this Agreement.

ARTICLE 39 PERFORMANCE OF WORK

Employees will perform the tasks, projects, and work assigned so long as they are capable of performing the tasks, projects, and work safely.

ARTICLE 40 WORK BY SUPERVISORS

Supervisors will not regularly or routinely do work normally done by bargaining unit employees. Supervisors may do work normally done by bargaining unit employees to train and instruct employees, to test or evaluate equipment, to protect Company property and the safety of people, when qualified employees are not available, in case of emergencies, and where the work is minimum.

ARTICLE 41 COMPANY RIGHTS

The success of the Company requires management ability to make decisions and to operate its business in a safe and efficient manner. Accordingly, all matters related to the Company and its operations are exclusively within the jurisdiction and control of the Company, except those matters relating to wage rates, hours, and other employment conditions that are specifically set forth elsewhere in this Agreement. The Company's rights and management functions include, but are not limited to, the right to extend, limit, suspend, revise, or transfer operations; issue, revise, or terminate tobacco use policies; implement, revise, or terminate time keeping devices, policies, and procedures; establish and revise an emergency response team and procedures and policies for the team; issue, revise, or terminate attendance policies; issue, revise, or terminate drug and alcohol testing policies and procedures; install, use, remove, or revise cameras; issue, revise, or terminate bonuses; subcontract or contract out work; and issue, revise, or terminate training policies and procedures.

**ARTICLE 42
SAVINGS CLAUSE**

If any provision of this Agreement is held to be unlawful or invalid, the remaining provisions of this Agreement will continue to be effective to the maximum extent possible.

**ARTICLE 43
TERM OF AGREEMENT**

This Agreement will be in effect from August 27, 2022 through August 31, 2026 and will thereafter continue in effect from year to year, unless either party serves written notice on the other party of a desire to modify or terminate the Agreement no later than 60 days before August 31, 2026, or no later than 60 days before any subsequent anniversary of August 31, 2026.

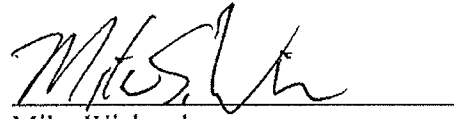
Signed this 27th day of August, 2022.

For the Union:

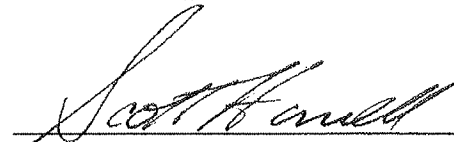


Fernando Terrazas

For the Company:



Mike Wickersham
General Manager



Scott Harrell
Manager Employee Services

DIVISIONS,
DEPARTMENTS
AND
CLASSIFICATIONS

EXHIBIT A

Mine Division

Mine Operations Department

Mine Production Technician 4

Mine Production Technician 3

Mine Production Technician 2

Mine Production Technician 1

Mine Division

Mine Maintenance Department

Mine Maintenance Technician 5

Mine Maintenance Technician 4

Mine Maintenance Technician 2

Mine Maintenance Lube Technician 3

Mine Maintenance Tire Technician 3

Mine Boilermaker Welder 5

Processing Division

Processing Operations Department

Processing Production Technician 4

Processing Production Technician 3

Processing Production Technician 2

Processing Production Technician 1

Processing Division

Processing Maintenance Department

Processing Maintenance Technician 5

Processing Maintenance Technician 4

Processing Maintenance Technician 2

Processing Electrician 6

Processing Electrician 5

Processing Pipefitter Welder 5

Processing Pipefitter Welder 4

Processing Boilermaker Welder 5

Processing Boilermaker Welder 4

Processing Machinist 5

Processing Machinist 4

Environmental Division

Environmental Department

Environmental Technician 2

Environmental Technician 1

Business Services Division

Warehouse Department

Warehouse Technician 3

Warehouse Technician 2

Warehouse Technician 1

Operations Support Division

Operations Support Production Department

SXEW Technician 4

SXEW Technician 3

SXEW Technician 2

SXEW Technician 1

Outlying Technician 4

Outlying Technician 3

Outlying Technician 2

Outlying Technician 1

Outlying Pump Technician 6

Outlying Pump Technician 5

Facilities Road Technician 4

Facilities Road Technician 3

Facilities Road Technician 2

Operations Support Division

Operations Support Maintenance Department

Outlying Maintenance Technician 5

Outlying Maintenance Technician 4

Outlying Maintenance Technician 3

Outlying Maintenance Technician 2

Operations Support Pipefitter 5

Operations Support Pipefitter 4

Operations Support Boilermaker 5

Operations Support Boilermaker 4

Operations Support Machinist 5

Operations Support Machinist 4

Operations Support Electrician 6

Operations Support Electrician 5

Facilities Technician 4

EXHIBIT A-2

AGREEMENT

BETWEEN

PINTO VALLEY MINING CORP.

AND

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 104**

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 428

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL NO. 518**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 627**

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND
CANADA, LOCAL NO. 469**

JOINTLY

May 30, 2018

Through

May 29, 2022

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AGREEMENT

This Agreement is between Pinto Valley Mining Corp. ("Company") and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 104; International Union of Operating Engineers, Local No. 428; International Brotherhood of Electrical Workers, Local No. 518; United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 627; and United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 469, jointly ("Union").

ARTICLE 1 RECOGNITION

The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of the Company's employees who are in the unit of employees for which the Union was certified as the representative in NLRB Case No. 28-RD-199646, dated July 6, 2017. The employees who are in the unit and who are covered by this Agreement are the employees who are employed in the classifications set forth in Exhibit A of this Agreement.

ARTICLE 2 SAFETY

2.1 Safety is a core value of the Company and is of the greatest importance to employees, the Union, and the Company. Employees will cooperate with the Company in maintaining a safe workplace. Employees will comply with safety rules and guidelines, they will properly use the appropriate safety equipment, and they will follow safe and efficient practices in the performance of their work. Employees will promptly notify the Company of any safety hazard that comes to their attention, and the Company will promptly respond to the notification of a safety hazard.

2.2 Employees must wear proper safety footwear. To assist employees in acquiring proper safety footwear, in each July the Company will reimburse regular employees up to \$80.00 for their purchase of safety footwear. To receive this reimbursement, employees must in July provide their Supervisor with a copy of their receipt for the purchase of safety footwear.

2.3 Processing Division employees who work in the hydromet area and leach area must wear acid resistant clothing. The Company will provide these employees with acid resistant clothing.

2.4 The Company may install, use, remove, or modify fatigue and safety monitoring systems and procedures.

2.5 If an employee is injured on the job, he must report the injury to a Supervisor as soon as possible on the date of the injury and before leaving the property. If the injury prevents the employee from completing the remainder of the shift, the employee will be paid for the remainder of the shift.

ARTICLE 3 SAFETY AND OPERATING RULES

Safety and operating rules and codes may be prepared, issued, and revised by the Company. Copies of the safety and operating rules and codes will be furnished to employees.

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

4.1 Neither the Company nor the Union will discriminate against an employee because of the employee's race, color, religion, sex, national origin, age (40 and over), disability, genetic information, membership or non-membership in the Union, or engaging in or declining to engage in lawful Union activities.

4.2 References to one gender in this Agreement include individuals of both genders.

ARTICLE 5 UNION DUES DEDUCTIONS

5.1 During this Agreement, the Company will, upon receipt of a valid, voluntary Union dues deduction authorization signed by an employee, deduct from the employee's pay Union initiation fees, if any, and the regular monthly Union membership dues. Other required withholdings, including but not limited to, taxes, health and welfare plan contributions, 401(k) plan deductions, and garnishments, will be deducted from an employee's pay before Union initiation fees and membership dues. Each constituent union will inform the Company of the amount of initiation fees and membership dues to be deducted. The Company will begin to deduct membership dues from an employee's pay for the calendar month following the month in which the Company receives a valid authorization for that employee. The Company will remit the amounts deducted to each constituent union on a monthly basis.

5.2 Unless timely revoked, an authorization will not be revocable for a period of one year from the date of signing of the authorization, or until the termination of this Agreement, whichever occurs sooner, and for successive one year periods following the anniversary of the date of signing the authorization. However, an authorization may be revoked during the 15 days before any anniversary date of the signing of the authorization and during the 15 days before the termination of this Agreement. An authorization may be revoked during these 15 day periods by giving a written notice of revocation to the Company and the Union. A revocation will be effective for the calendar month following the month in which notice of revocation is provided to the Company and Union. All dues deduction authorizations must be consistent with this Article 5.2 and must have identical language.

5.3 An authorization signed by an employee becomes void when the employee leaves the bargaining unit.

5.4 Employees who work in the following classifications may only have initiation fees and membership dues deducted and remitted to the constituent unions as indicated below:

International Brotherhood of Teamsters, Chauffeurs, Warehousemen
and Helpers of America, Local No. 104

Mine Production Technician 1
Mine Production Technician 2
Mine Maintenance Tire Technician 3
Warehouse Technician 1
Warehouse Technician 2

International Union of Operating Engineers, Local No. 928

Mine Production Technician 3
Mine Production Technician 4
Mine Production Technician 5
Mine Production Technician 6
Mine Maintenance Technician 2
Mine Maintenance Technician 4
Mine Maintenance Technician 5
Mine Maintenance Lube Technician 3

International Brotherhood of Electrical Workers, Local No. 518

Processing Electrician 5
Processing Electrician 6

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service
Workers International Union

Mine Maintenance Technician 1
Processing Production Technician 1
Processing Production Technician 2
Processing Production Technician 3
Processing Production Technician 4
Processing Production Technician 5
Processing Production Technician 6
Processing Tailings Technician 3
Processing Tailings Technician 4

Processing Maintenance Technician 2
Processing Maintenance Technician 3
Processing Maintenance Technician 4
Processing Maintenance Technician 5
Processing Machinist 4
Processing Machinist 5
Environmental Technician 1
Environmental Technician 2

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and
Helpers, Local No. 627

Mine Boilermaker Welder 4
Mine Boilermaker Welder 5
Processing Boilermaker Welder 4
Processing Boilermaker Welder 5

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of
the United States and Canada, Local No. 469

Processing Pipefitter/Welder 4
Processing Pipefitter/Welder 5

5.5 The outline of classifications and constituent unions in Article 5.4 concerns only the identification of which constituent union will receive initiation fees and membership dues deducted from the pay of employees who work in the various classifications. The outline of classifications and constituent unions in Article 5.4 has no consequence or impact on any other context, issue, or matter. Notwithstanding Article 5.4, all bargaining unit employees are represented by the Union.

5.6 When an employee fills a temporary vacancy, that will not affect the employee's dues deduction authorization or the constituent union to which his dues will be remitted. When an employee moves to a classification for which a different constituent union is to receive dues, the employee's existing authorization will become void and the employee must sign a new valid authorization if he wishes to have dues deducted and remitted to the constituent union that corresponds to the employee's new classification.

5.7 The Union and each constituent union indemnifies the Company against any claims, demands, losses, suits, judgments, rulings, awards, or any other liability arising out of any actions taken or not taken pursuant to or relating to this Article.

**ARTICLE 6
UNION REPRESENTATIVES**

The Union must provide the Company with written notice of the employees who are authorized to act as the Union's representatives. The written notice shall include the names of the employees and their Union positions. The Union must provide the Company with written notice of any changes in authorized Union representatives. Only those employees who are identified as authorized Union representatives in the Union's written notice have the authority to act on behalf of the Union. Other than negotiations and arbitrations, all Union business will be conducted outside of the work time of the employees involved.

**ARTICLE 7
UNION BULLETIN BOARD**

The Company will provide the Union with one bulletin board divided into six sections. Only notices concerning Union business may be posted on the bulletin board. The notices must be signed by an authorized Union representative.

**ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE**

8.1 A grievance is a complaint alleging a violation of a provision of this Agreement arising from a specific act or situation, or an alleged violation of an employment related statute, regulation, or other law.

8.2 Before a grievance is submitted, an employee must first discuss the matter with his immediate supervisor and attempt to resolve it. If the discussion between the employee and his immediate supervisor fails to resolve the matter, the employee may submit a grievance.

8.3

Step 1. A grievance must be written, be signed by the employee, state the facts upon which the grievance is based, identify the specific provisions of the Agreement allegedly violated or the employment related statute, regulation, or other law allegedly violated, and state the remedy sought. The grievance must be submitted to the aggrieved employee's immediate supervisor within five calendar days of the event giving rise to the grievance.

The employee's department head or his representative will schedule a Step 1 grievance meeting within 10 calendar days of the supervisor's receipt of the grievance. Although the scheduling will occur during this 10 calendar days, the actual meeting date may be after the 10 calendar days. The aggrieved employee and a Union representative may attend the Step 1 grievance meeting. Within 10 calendar days of the Step 1 grievance meeting, the department head or his representative will provide a written decision to the aggrieved employee. A copy of the written decision will be provided to the Union. If the Step 1 decision does not resolve the grievance, the employee may appeal the grievance to Step 2.

Step 2. The appeal to Step 2 must be written, submitted to the Manager of Human Resources within 10 calendar days of the date the Step 1 decision is provided to the aggrieved employee, and state the reasons the Step 1 decision is claimed to be unsatisfactory. The Manager of Human Resources or his representative will schedule a Step 2 grievance meeting within 10 calendar days of the date the Step 2 appeal is submitted. Although the scheduling will occur during this 10 calendar days, the actual meeting date may be after the 10 calendar days. The aggrieved employee and a Union representative may attend the Step 2 grievance meeting. Within 10 calendar days of the Step 2 grievance meeting, the Manager of Human Resources or his representative will provide a written decision to the aggrieved employee. A copy of the written decision will be provided to the Union. If the Step 2 decision does not resolve the grievance, the Union may appeal the grievance to arbitration.

Step 3. The appeal to arbitration must be written and submitted to the Manager of Human Resources within 10 calendar days of the date the Step 2 decision is provided to the aggrieved employee.

8.4 During the 10 calendar days following the Union's submission of its appeal to arbitration, the parties will select an arbitrator from the following panel of arbitrators:

Sara Adler
Gary A. Anderson
Gary L. Axon
Charles J. Crider
Elizabeth G. Ford
Lynne M. Gomez
Anthony Miller

If the parties do not otherwise agree upon the selection of an arbitrator from the panel, an arbitrator will be selected by the parties alternately striking arbitrators from the panel until one arbitrator remains and that will be the arbitrator selected for the case.

8.5 An arbitrator shall not add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be final and binding.

8.6 The losing party shall pay the fees and expenses of the arbitrator. The arbitrator shall determine who is the losing party. The parties will share equally the costs of a transcript of the arbitration hearing and the location for the arbitration hearing.

8.7 Multiple grievances will be arbitrated in one arbitration proceeding when the parties agree in writing to do so.

8.8 All matters involving discipline or discharge shall not be arbitrable matters except as to the facts.

8.9 Testimony at an arbitration hearing will be under oath and witnesses will be sworn individually at the time they testify.

8.10 Grievance meetings will be held outside the work hours of the employees involved to the maximum extent possible.

8.11 The time periods set forth in this Article 8 are material. The parties may extend the time periods in this Article by a written agreement signed before the time periods expire.

8.12 Nothing in this Agreement shall interfere with the right of an employee under Section 9(a) of the National Labor Relations Act to present a grievance to the Company without the intervention of the Union.

8.13 This grievance and arbitration procedure constitutes the sole and exclusive means for the processing and resolution of any grievance. Neither an event which is the subject of a grievance or which could have been the subject of a grievance, nor any resolution of a grievance, shall subject either the Company or the Union to a lawsuit or an administrative proceeding, but shall be finally and exclusively resolved in accordance with this Article.

8.14 Claims of alleged violations of employment related statutes, regulations or other state or federal laws, other than claims arising under the Employee Retirement Income Security Act, are subject to this grievance and arbitration procedure and this grievance and arbitration procedure is the sole and exclusive procedure for addressing such alleged violations. This provision includes, but is not limited to, Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act, the Genetic Information Nondiscrimination Act, the Arizona Civil Rights Act, and the Arizona Wage Payment Act. An arbitrator will apply the appropriate law in deciding a grievance involving a claim of an alleged violation of an employment related statute, regulation, or other law. This Article 8.14 does not preclude an employee from filing a claim or complaint with a state or federal agency.

ARTICLE 9 CORRECTIVE ACTION

Written warnings will not impact future corrective actions when more than two years have passed since their issuance. Disciplinary suspensions of two days or less will not impact future corrective actions when more than three years have passed since the suspension was completed. Disciplinary suspensions of three days or longer will not impact future corrective actions when more than four years have passed since the suspension was completed.

ARTICLE 10 HOURS AND SCHEDULES

10.1 The payroll workweek will be 5:00 a.m. Monday to 5:00 a.m. Monday for employees who have shifts that start at 5:00 a.m., the payroll workweek will be 6:00 a.m. Monday to 6:00 a.m. Monday for employees who have shifts that start at 6:00 a.m., and for other employees the payroll workweek will be midnight Sunday to midnight Sunday. The Company may change the payroll workweek.

10.2 Regular workshifts will range from eight hours to 12-1/2 hours.

10.3 Work schedules will be established by the Company and will be posted or otherwise communicated to employees. Changes in an employee's regular work schedule shall be posted by 8:00 a.m. on the Friday preceding the workweek involved. Employees are responsible for determining and complying with their work schedule from the posted schedule.

ARTICLE 11 LUNCHES

11.1 Employees who work on rotating shifts will be allowed to eat their lunch at approximately the middle of the shift at a time that minimizes interference with the operations. Employees will take just the time necessary (normally no more than 15 to 20 minutes) to eat their lunch and the time will be paid.

11.2 Employees who work on nonrotating shifts will have an unpaid half hour lunch period at approximately the middle of the shift.

11.3 For employees who work overtime following eight hour and 10 hour shifts, the Company will provide a lunch at approximately the start of the twelfth hour after the beginning of their shift. For employees who are called out, if the work lasts more than four hours, the Company will provide a lunch at approximately four hours after the work starts and at approximately four hours after that. Employees working overtime or on call out will take just the time necessary to eat their lunch and the time will be paid.

ARTICLE 12 OVERTIME WORK

12.1 Overtime work will be distributed within a crew or an overtime group. Employees on a crew or overtime group will be listed in order of Company seniority for overtime distribution purposes.

12.2 Overtime requirements will first be attempted to be met on a voluntary basis. Voluntary overtime will be offered on a rotating basis within a crew or overtime group.

12.3 When overtime work must be assigned, each payroll period the Company will start by assigning the overtime work to the least senior employee within the crew or overtime group, and then continuing to assign the work in seniority order to employees within the crew or overtime group as necessary during each payroll period.

12.4 Overtime work will be distributed as set forth in this Article to available, qualified employees.

12.5 Employees who work 12 hour shifts will not be required to work overtime following completion of their 12 hour shift except in an emergency.

12.6 If an employee is bypassed for an overtime opportunity due to an error, that employee will, upon request, be offered the next opportunity for overtime work when it arises.

ARTICLE 13 PAY

13.1 The wage rates for the classifications are as follows:

<u>Classifications</u>	<u>May 30, 2018</u>	<u>May 30, 2020</u>
Mine Production Technician 1	\$ 20.20	\$ 20.60
Mine Production Technician 2	\$ 25.70	\$ 26.20
Mine Production Technician 3	\$ 27.00	\$ 27.50
Mine Production Technician 4	\$ 28.10	\$ 28.70
Mine Production Technician 5	\$ 31.90	\$ 32.50
Mine Production Technician 6	\$ 33.00	\$ 33.70
Mine Maintenance Technician 1	\$ 20.20	\$ 20.60
Mine Maintenance Technician 2	\$ 23.80	\$ 24.30
Mine Maintenance Technician 4	\$ 27.00	\$ 27.50
Mine Maintenance Technician 5	\$ 28.10	\$ 28.70
Mine Maintenance Lube Technician 3	\$ 25.70	\$ 26.20
Mine Maintenance Tire Technician 3	\$ 25.70	\$ 26.20
Mine Boilermaker Welder 4	\$ 28.10	\$ 28.70
Mine Boilermaker Welder 5	\$ 31.90	\$ 32.50
Processing Production Technician 1	\$ 20.20	\$ 20.60
Processing Production Technician 2	\$ 20.90	\$ 21.30
Processing Production Technician 3	\$ 21.90	\$ 22.30
Processing Production Technician 4	\$ 23.80	\$ 24.30
Processing Production Technician 5	\$ 25.70	\$ 26.20
Processing Production Technician 6	\$ 28.10	\$ 28.70
Processing Tailings Technician 3	\$ 25.70	\$ 26.20
Processing Tailings Technician 4	\$ 28.10	\$ 28.70
Processing Maintenance Technician 2	\$ 23.80	\$ 24.30
Processing Maintenance Technician 3	\$ 24.80	\$ 25.30
Processing Maintenance Technician 4	\$ 27.00	\$ 27.50
Processing Maintenance Technician 5	\$ 28.10	\$ 28.70
Processing Electrician 5	\$ 33.00	\$ 33.70

Processing Electrician 6	\$ 34.10	\$ 34.80
Processing Boilermaker Welder 4	\$ 28.10	\$ 28.70
Processing Boilermaker Welder 5	\$ 31.90	\$ 32.50
Processing Machinist 4	\$ 28.10	\$ 28.70
Processing Machinist 5	\$ 31.90	\$ 32.50
Processing Pipefitter/Welder 4	\$ 28.10	\$ 28.70
Processing Pipefitter/Welder 5	\$ 31.90	\$ 32.50
Environmental Technician 1	\$ 27.00	\$ 27.50
Environmental Technician 2	\$ 28.10	\$ 28.70
Warehouse Technician 1	\$ 20.20	\$ 20.60
Warehouse Technician 2	\$ 21.90	\$ 22.30

13.2 When wage rates change, the changes will be made at the start of the pay period beginning on or after the dates listed above.

13.3 Except as may be required by the Fair Labor Standards Act, there shall be no pyramiding of overtime pay or premium pay for the same hours worked.

13.4 If the Company determines that it is necessary to pay a special payment in order to attract qualified employees to certain jobs, it may pay new employees a special payment during the first six calendar months of their employment. The amount of the special payment will be determined by the Company.

13.5 The payroll period will be a biweekly period and employees will be paid on Fridays.

13.6 When the Company assigns an employee in writing to train another employee, the trainer employee will receive \$1.00 per hour more than his regular wage rate while training.

ARTICLE 14 OVERTIME PAY

Hours worked in excess of 40 in a payroll workweek will be paid at 1-1/2 times the employee's regular rate. Paid time that is not worked does not count as hours worked.

ARTICLE 15 ROTATING SHIFT PREMIUM

Employees who work on rotating shifts will be paid a premium of \$.25 per hour.

ARTICLE 16
REPORTING PAY OR WORK

Unless notified not to report, an employee who reports for scheduled work will be provided with one half shift of work or one half shift of pay, unless the Company is unable to provide work for the employee because of lightning, storms, fire, utility failure, breakdown of equipment or machinery, government action, or other causes beyond the Company's control. An employee will not be eligible for the one half shift of work or pay if the Company tried to call the employee and the employee did not answer the call.

ARTICLE 17
CALL OUTS

17.1 An employee who is called out to perform unscheduled work will be paid the greater of i) 1-1/2 times the employee's wage rate for the time worked, or ii) 1-1/2 times the employee's wage rate for three hours. In addition, an employee will be paid \$15.00 for each time the employee works in response to a call out.

17.2 When an employee is called out to work before the start of the employee's scheduled shift and works until the start of the employee's shift, the time worked before the start of the shift will be paid as a call out.

17.3 When an employee leaves work after completing the work for which the employee was called out, the employee will not be required to report for work until eight hours after the time the employee leaves work. If the employee misses a portion of a regular workshift during that eight hour period, the employee will be paid for the portion of the shift that the employee necessarily misses at the employee's regular wage rate.

17.4 Responding to call outs is part of an employee's job with the Company. Employees must have a phone and must provide the Company with a current, valid phone number.

ARTICLE 18
COMMERCIAL DRIVER LICENSE

18.1 Eligible employees who are required by the Company to have and use a Commercial Driver License (CDL) will receive special payments. Employees who are required to have and use CDLs may also be required to successfully complete Hazmat training and may be required to have a hazard materials endorsement and a tanker endorsement. For each day that the Company requires an employee to drive a vehicle on a public road for which a CDL is required, the employee will receive a payment of \$20.00.

18.2 The Company will reimburse employees for the test fees and medical examination costs necessarily incurred in obtaining a required CDL.

**ARTICLE 19
TOOL ALLOWANCE**

Actively working employees in the Mine Maintenance Technician 2, Mine Maintenance Technician 4, Mine Maintenance Technician 5, Mine Maintenance Lube Technician 3, Mine Maintenance Tire Technician 3, Mine Boilermaker Welder 4, Mine Boilermaker Welder 5, Processing Maintenance Technician 2, Processing Maintenance Technician 3, Processing Maintenance Technician 4, Processing Maintenance Technician 5, Processing Electrician 5, Processing Electrician 6, Processing Boilermaker Welder 4, Processing Boilermaker Welder 5, Processing Machinist 4, Processing Machinist 5, Processing Pipefitter/Welder 4, and Processing Pipefitter/Welder 5 classifications will receive an annual tool allowance of \$400.00.

**ARTICLE 20
DIVISIONS, DEPARTMENTS, AND CLASSIFICATIONS**

The current divisions, departments and classifications are set forth in Exhibit A. The Company can revise, add, or remove divisions, departments, and classifications.

**ARTICLE 21
SENIORITY**

21.1 Employees will have Company seniority and classification seniority. Employees will not obtain a classification seniority date in the Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1 classifications.

21.2 Regular employees will obtain a classification seniority date as of the date they first fill a regular vacancy in a classification. Employees who transfer out of a department will lose all classification seniority dates they had in the department from which they transfer.

21.3 Employees shall lose their seniority and their employment shall terminate if they i) quit, ii) retire, iii) are discharged, iv) are absent for any reason for one year, or v) fail to return to work from layoff as provided in Article 28.

21.4 The Company will provide the Union with a copy of a seniority list at six month intervals.

**ARTICLE 22
PROBATION PERIOD**

22.1 Employees will be in a probation period for the first six calendar months that they work for the Company. Probation employees may be transferred, laid off, disciplined, or terminated at the sole discretion of the Company. Upon successful completion of the probation period, employees will obtain a Company seniority date as of the first day they worked for the Company. If employees work in a classification other than Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1, upon

successful completion of the probation period, they will also obtain a classification seniority date in the classification they work in at the time of completing the probation period, unless they are then filling a temporary vacancy.

22.2 If two or more employees who were hired on the same day successfully complete the probation period, their relative Company seniority order will be determined by drawing a number.

22.3 Probation employees may use the grievance and arbitration procedure.

22.4 Regular employees are employees who have successfully completed the probation period.

ARTICLE 23 MUTUAL ASSESSMENT PERIOD

Unless an employee is filling a temporary vacancy, the first two weeks after a regular employee transfers to a new classification is a mutual assessment time. During this two week period either the employee or the Company can determine that the employee and the new classification are not a satisfactory match. If it is determined during this two week period that the employee and the new classification are not a satisfactory match, the employee will return to the employee's prior job at the earliest practicable date.

ARTICLE 24 REGULAR VACANCIES

24.1 The Company will determine employee skills and qualifications and the skills and qualifications required for the various classifications.

24.2 Except as provided in Article 24.3, when the Company determines that a regular vacancy occurs, it will be filled as follows:

(a) If employees have been reduced or laid off from the classification, they will be restored or recalled based upon their classification seniority in the classification in which the vacancy occurs, unless the vacancy is in the Mine Production Technician 1, Mine Maintenance Technician 1, or Processing Production Technician 1 classifications; if the vacancy is in the Mine Production Technician 1, Mine Maintenance Technician 1, or Processing Production Technician 1 classifications, employees will be recalled based upon their Company seniority;

(b) If the vacancy is not filled pursuant to paragraph (a), a notice of the vacancy will be posted for five calendar days in the division in which the vacancy occurs and employees in that division and any Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1 may bid on the vacancy during the five day posting period; Company seniority will be used to determine who is to be selected to fill

the vacancy when the Company determines that the qualifications, skills, and employment records of the bidders are equal;

(c) If no employee bids for the vacancy, or if the Company determines that none of the bidders are qualified to fill the vacancy, the vacancy can be filled from any source.

24.3

(a) Employees will be placed in the classifications listed in paragraph (b) when the Company determines there is a need for employees in those classifications and the employees have the necessary qualifications and skills for the classification. Thus, for example, when the Company determines that a Processing Maintenance Technician 2 has the qualifications and skills to be a Processing Maintenance Technician 3, he will be placed in the Processing Maintenance Technician 3 classification, and when the Company determines that a Processing Maintenance Technician 3 has the qualifications and skills to be a Processing Maintenance Technician 4, he will be placed in the Processing Maintenance Technician 4 classification.

(b) The provisions of paragraph (a) apply to the following classifications: Mine Maintenance Technician 2, Mine Maintenance Technician 4, Mine Maintenance Technician 5, Mine Maintenance Lube Technician 3, Mine Maintenance Tire Technician 3, Mine Boilermaker Welder 4, Mine Boilermaker Welder 5, Processing Maintenance Technician 2, Processing Maintenance Technician 3, Processing Maintenance Technician 4, Processing Maintenance Technician 5, Processing Electrician 5, Processing Electrician 6, Processing Boilermaker Welder 4, Processing Boilermaker Welder 5, Processing Machinist 4, Processing Machinist 5, Processing Pipefitter/Welder 4, and Processing Pipefitter/Welder 5.

(c) When there is a need for more employees in the classifications listed in paragraph (b) and the Company determines that there are no employees with the required qualifications and skills to fill the need, the Company may hire employees.

ARTICLE 25 TEMPORARY VACANCIES

25.1 When the Company determines that a temporary vacancy exists, for the first 90 calendar days of the temporary vacancy the Company will, if practical, fill the temporary vacancy with a qualified employee from the division in which the temporary vacancy exists. If it is not practical to fill the temporary vacancy with a qualified employee from the division in which the temporary vacancy exists, it can be filled from any source. If the temporary vacancy lasts more than 90 calendar days, the temporary vacancy will be filled by following the procedures set forth in Article 24.

25.2 When an employee fills a temporary vacancy in a classification with a wage rate less than the wage rate for his regular classification, he will be paid the wage rate for his regular classification. When an employee fills a temporary vacancy in a classification with a wage rate higher than the wage rate for his regular classification, he will be paid the higher wage rate.

ARTICLE 26 TEMPORARY EMPLOYEES

The Company may hire temporary employees to work in the jobs listed in Article 13. Temporary employees will not work longer than 120 consecutive calendar days. Other than this Article 26, the provisions of this Agreement will not apply to temporary employees.

ARTICLE 27 REDUCTION OF FORCE

27.1 Except for Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1, and except as provided in Article 27.2, in a reduction of force regular employees will be reduced from the affected classifications in reverse order of their classification seniority.

27.2 When a reduction of force involves the classifications listed in Article 24.3(b), other than the classifications of Mine Maintenance Lube Technician 3 and Mine Maintenance Tire Technician 3, employees in the lowest paid classification in a group will be reduced first, then employees in the second lowest paid classification in the group will be reduced, then the employees in the third lowest paid classification in the group will be reduced, and employees in the highest paid classification will be the last to be reduced. For example, when a reduction of force involves the Processing Maintenance Technicians, Process Maintenance Technicians 2 will be reduced first, then Processing Maintenance Technicians 3 will be reduced, then Processing Maintenance Technicians 4 will be reduced, and Processing Maintenance Technicians 5 will be the last to be reduced. When fewer than all of the employees in one of these classifications is to be reduced, the Company will determine who is to be reduced based upon qualifications, skills, and employment record, and if two or more employees are determined to be equal, the junior employee based upon classification seniority will be reduced first.

27.3 Before being laid off, an employee may displace a junior Mine Production Technician 1, Mine Maintenance Technician 1, or Processing Production Technician 1 based upon Company seniority.

ARTICLE 28 RESTORATION OF FORCE

28.1 Except for Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1 and except as provided in Article 28.2, employees will be restored to classifications in which they have classification seniority in order

of classification seniority. Employees will be restored to the Mine Production Technician 1, Mine Maintenance Technician 1, and Processing Production Technician 1 classifications in order of Company seniority.

28.2 When a restoration of force involves the classifications listed in Article 24.3(b), employees will be restored to those classifications in the reverse order in which they were reduced from those classifications.

28.3 Employees who are laid off will retain their seniority dates and the right to be recalled for one year from the date they are laid off.

28.4 Employees who are laid off must provide the Company with their current addresses and phone numbers. The Company will send notices of recall to laid off employees by certified mail, return receipt requested. Employees must respond to the notices of recall within seven calendar days of the date the notices of recall are mailed. Unless granted an extension by the Company in advance of the deadline, employees must report to work within 10 calendar days of the date the recall notices were mailed.

ARTICLE 29 TEMPORARY SUPERVISOR

Employees may be designated by the Company as Temporary Supervisors. When employees are designated in writing as Temporary Supervisors and work as Temporary Supervisors, they will be paid \$2.00 more than their regular wage rate. While working as Temporary Supervisors, employees will perform their regular duties in addition to supervisory responsibilities.

ARTICLE 30 VACATIONS

30.1 Vacations will be earned and taken in the same calendar year and vacations cannot be carried over from one calendar year to another calendar year. After January 1 of each year an employee may schedule and take all of the vacation that the employee will earn by working during that year. An employee who leaves the employ of the Company and who has taken vacation that he has not earned will have the vacation pay he received but did not earn deducted from his last paycheck.

30.2 In the calendar year in which an employee is hired, the employee will earn four hours of vacation for each full calendar month he works. The vacation earned by an employee in the calendar year in which the employee was hired must be taken in that calendar year and cannot be carried over to another calendar year.

30.3

- (a) Eligible employees hired on or before December 31, 2017 will receive the following vacation, beginning with the first full calendar year they are employed:

<u>Completed Years of Service as of January 1</u>	<u>Annual Vacation</u>
5 or fewer	80 hours
6 through 14	120 hours
15 through 24	160 hours
25 or more	200 hours

- (b) Eligible employees hired on or after January 1, 2018 will receive the following vacation, beginning with the first full calendar year they are employed:

<u>Completed Years of Service as of January 1</u>	<u>Annual Vacation</u>
5 or fewer	80 hours
6 through 19	120 hours
20 or more	160 hours

30.4 Employees who work in every calendar month in a year will earn the amounts of vacation listed in Article 30.3. Employees who fail to work in one or more calendar months in a calendar year will earn the following amounts of vacation during the months in which they do work in that year.

- (a) Employees hired on or before December 31, 2017:

<u>Completed Years of Service As of January 1</u>	<u>Amount of Vacation Earned For Each Calendar Month Worked In A Calendar Year In Which Employee Misses One Or More Calendar Months of Work</u>
5 or fewer	6.66 hours
6 through 14	10 hours
15 through 24	13.33 hours
25 or more	16.66 hours

- (b) Employees hired on or after January 1, 2018:

<u>Completed Years of Service As of January 1</u>	<u>Amount of Vacation Earned For Each Calendar Month Worked In A Calendar Year In Which Employee Misses One Or More Calendar Months of Work</u>
5 or fewer	6.66 hours
6 through 19	10 hours
20 or more	13.33 hours

30.5 Vacation hours will be paid at an employee's regular wage rate.

30.6 Vacations will be scheduled within crews or other appropriate work groups. Employees will be given preference for vacation scheduling within their crews or work groups based on Company seniority if they submit their vacation requests before the December 15 prior to the calendar year in which the vacation is to be taken. Vacation requests submitted after December 15 will be addressed on a first come, first served basis. All vacation dates must be approved by the Company.

30.7 If a holiday occurs during an employee's vacation, the employee will receive his normal holiday pay for an unworked holiday.

30.8 Employees who have 80 hours of vacation eligibility may take three days of vacation on a day at a time basis. Employees who have 120 or more hours of vacation eligibility may take six days of vacation on a day at a time basis. Employees must request approval from their supervisor for day at a time vacation at least five calendar days in advance of the day or days to be taken.

30.9 If employees do not use all of their vacation, but have used at least 40 hours of their vacation, they will be paid in January for the vacation they earned but did not take in the previous year. If employees have used less than 40 hours of vacation in a year, they will be paid in January for the vacation they earned but did not take in the previous year that is in excess of 40 hours.

30.10 An employee who retires, resigns with two weeks' notice, or is laid off and who has earned vacation he has not yet taken will be eligible to receive pay for those vacation hours not taken.

30.11 The earned paid sick time provisions of the Fair Wages and Healthy Families Act do not apply to employees covered by this Agreement.

ARTICLE 31 HOLIDAYS

31.1 Holidays are as follows:

New Years Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Eve
Christmas
New Years Eve

31.2 To be eligible for holiday pay, an employee must (i) work his last scheduled shift before and his first scheduled shift after the holiday, and (ii) must work the

holiday if he is scheduled to work. To be eligible for holiday pay, an employee must have worked in the payroll workweek in which the holiday falls, unless the employee's failure to work was due to vacation, funeral leave, or jury duty.

31.3 Holiday pay for an unworked holiday is eight hours of pay at the employee's regular wage rate. When an employee works on a holiday, the employee will receive the eight hours' pay for an unworked holiday, plus 1-1/2 times the employee's regular wage rate for the hours worked.

ARTICLE 32 FUNERAL LEAVE

Employees will, upon request, receive up to three consecutive scheduled work days off with pay to attend the funeral of the employee's spouse, parent, child, brother, sister, grandparents, grandchildren, or stepparent. The period during which employees may take the three consecutive scheduled work days off begins with the date of death and continues to and including the second calendar day after the funeral. Employees who work eight hour shifts will receive a maximum of 24 hours of pay, employees who work 10 hour shifts will receive a maximum of 30 hours of pay, and employees who work 12 hour shifts will receive a maximum of 36 hours of pay. The pay will be at the employee's regular wage rate.

ARTICLE 33 JURY DUTY AND WITNESS SERVICE

33.1 Employees who perform mandatory jury duty or who are subpoenaed to testify in a legal action in which the employee is not a party will be excused from work for the days they perform jury duty or testify and they will receive pay for the scheduled hours of work they necessarily miss at their regular wage rate. Employees who are scheduled to work the night shift will not be required to work the night shift if they performed jury duty or testified that day, and they will receive pay for the scheduled hours of work they miss at their regular wage rate. To be eligible for jury duty or witness service pay, employees must provide their supervisor with written verification of their performance of jury duty or subpoenaed witness service in an action in which the employee was not a party.

33.2 When employees testify in any legal proceeding at the request of the Company, they will be paid their regular wage rate for the regularly scheduled work they necessarily miss. The Company will also pay employees' reasonable and necessary expenses for transportation, meals, and lodging incurred in connection with testifying.

ARTICLE 34 LEAVES OF ABSENCE

34.1 Leaves of absence for family and medical reasons will be granted in accordance with the Company's Family and Medical Leave policy.

34.2 Upon written request, and for compelling reasons, the Company may grant a regular employee one unpaid leave of absence of up to 45 consecutive calendar days during this Agreement. Upon written request, and for compelling reasons, the Company may

grant a probation employee one unpaid leave of absence of up to 10 consecutive calendar days. An employee's written request for a leave must be submitted to the employee's supervisor at least five calendar days in advance of the desired leave.

34.3 Upon written request, the Company will grant no more than one employee at a time an unpaid leave for up to one continuous year to perform a full time Union job. The written request must be submitted at least 10 calendar days in advance of the desired leave. During the leave, the employee will receive no benefits, but the employee will continue to accrue seniority. Upon written application for reinstatement to work at the conclusion of the leave, the employee will be reinstated if there is a vacancy in a classification in which he has a classification seniority date. If there is no vacancy, the employee will be reinstated when a vacancy occurs in a classification in which he has a classification seniority date.

34.4 Upon written request, the Company may grant employees short term, unpaid leaves of absence to perform local Union functions. Unless it is impossible to do so, the written request must be submitted at least 10 calendar days in advance of the requested leave. If it is impossible to submit the written request 10 calendar days in advance of the requested leave, the written request must be submitted as far in advance of the requested leave as possible. The written request must specify the dates of the requested leave and must set forth the reasons for the requested leave. For negotiations, the Company will grant up to six employees leave. For arbitration, in addition to leave for necessary witnesses, the Company will grant one employee leave. For other types of local Union functions, leave will be granted to the minimum number of employees for the minimum time necessary to perform the functions, when doing so does not unduly interfere with safe and efficient operations.

34.5 Except as provided in Articles 34.3 and 34.4, an employee may not engage in any type of employment while on leave.

ARTICLE 35 MILITARY LEAVE

35.1 Leave of absence for military service will be granted in accordance with applicable law.

35.2 An employee with one or more years of service who is required to attend an Armed Forces Reserve camp or a National Guard camp will be paid the difference for two weeks between the pay he receives from the government (excluding travel, subsistence, or quarters allowance) and his straight time wage rate for the hours of regularly scheduled work he necessarily misses while attending camp. To be eligible to receive this pay, an employee must provide his supervisor with the documents that set forth the dates the employee was required to attend the camp and the amount of pay he received from the government.

ARTICLE 36 MEDICAL EVALUATIONS

36.1 When it is job related and consistent with business necessity, the Company may require, at its expense, that an employee be examined by a licensed health care

professional (LHCP) selected by the Company to determine the employee's ability to safely perform the essential functions of the employee's job.

36.2 An employee will execute any authorizations required to release to the LHCP and the Company medical records related to the employee's ability to safely and effectively perform the employee's job.

36.3 At the employee's request, the employee will be given a copy of the LHCP's medical report, if a report is provided to the Company.

36.4 An arbitrator may not substitute his judgment for the judgment or opinion reached by the LHCP.

ARTICLE 37 BAN ON STRIKES AND LOCKOUTS

37.1 During this Agreement, there shall be no strike, sympathy strike, work stoppage, slowdown, walkout, picketing, bannering, concerted failure to report to work, refusal to cross a picket line, or any other interference with work or the Company's operations called, authorized, approved, encouraged, supported, sanctioned, condoned, or ratified by the Union. No employee shall, directly or indirectly, instigate, support, encourage, or participate in any strike, sympathy strike, work stoppage, slowdown, walkout, picketing, bannering, concerted failure to report to work, refusal to cross a picket line, or any other interference with work or the Company's operations.

37.2 The Company will not lock out employees during this Agreement.

ARTICLE 38 PERFORMANCE OF WORK

Employees will perform the tasks, projects, and work assigned so long as they are capable of performing the tasks, projects, and work safely.

ARTICLE 39 WORK BY SUPERVISORS

Supervisors will not regularly or routinely do work normally done by bargaining unit employees. Supervisors may do work normally done by bargaining unit employees to train and instruct employees, to test or evaluate equipment, to protect Company property and the safety of people, when qualified employees are not available, in case of emergencies, and where the work is de minimus.

ARTICLE 40 COMPANY RIGHTS

The success of the Company requires management ability to make decisions and to operate its business in a safe and efficient manner. Accordingly, all matters related to the Company and its operations are exclusively within the jurisdiction and control of

the Company, except those matters relating to wage rates, hours, and other employment conditions that are specifically set forth elsewhere in this Agreement. The Company's rights and management functions include, but are not limited to, the right to extend, limit, suspend, revise, or transfer operations; issue, revise, or terminate tobacco use policies; implement, revise, or terminate time keeping devices, policies, and procedures; establish and revise an emergency response team and procedures and policies for the team; issue, revise, or terminate attendance policies; issue, revise, or terminate drug and alcohol testing policies and procedures; install, use, remove, or revise cameras; issue, revise, or terminate bonuses; subcontract or contract out work; and issue, revise, or terminate training policies and procedures.

**ARTICLE 41
SAVINGS CLAUSE**

If any provision of this Agreement is held to be unlawful or invalid, the remaining provisions of this Agreement will continue to be effective to the maximum extent possible.

**ARTICLE 42
TERM OF AGREEMENT**

This Agreement will be in effect from May 30, 2018 through May 29, 2022, and will thereafter continue in effect from year to year, unless either party serves written notice on the other party of a desire to modify or terminate the Agreement no later than 60 days before May 29, 2022, or no later than 60 days before any subsequent anniversary of May 29, 2022.

Signed this 30th day of May, 2018.

For the Union:

For the Company:



DIVISIONS,
DEPARTMENTS
AND
CLASSIFICATIONS

EXHIBIT A

Mine Division

Mine Operations Department

Mine Production Technician 6

Mine Production Technician 5

Mine Production Technician 4

Mine Production Technician 3

Mine Production Technician 2

Mine Production Technician 1

Mine Division

Mine Maintenance Department

Mine Maintenance Technician 5

Mine Maintenance Technician 4

Mine Maintenance Technician 2

Mine Maintenance Technician 1

Mine Maintenance Lube Technician 3

Mine Maintenance Tire Technician 3

Mine¹ Boilermaker Welder 5

Mine Boilermaker Welder 4

Processing Division

Processing Operations Department

Processing Production Technician 6

Processing Production Technician 5

Processing Production Technician 4

Processing Production Technician 3

Processing Production Technician 2

Processing Production Technician 1

Processing Tailings Technician 4

Processing Tailings Technician 3

Processing Division

Processing Maintenance Department

Processing Maintenance Technician 5

Processing Maintenance Technician 4

Processing Maintenance Technician 3

Processing Maintenance Technician 2

Processing Electrician 6

Processing Electrician 5

Processing Boilermaker Welder 5

Processing Boilermaker Welder 4

Processing Pipefitter/Welder 5

Processing Pipefitter/Welder 4

Processing Machinist 5

Processing Machinist 4

HSEC Division

Environmental Department

Environmental Technician 2

Environmental Technician 1

Business Services Division

Warehouse Department

Warehouse Technician 2

Warehouse Technician 1

EXHIBIT A-3

CONTRACT EXTENSION AGREEMENT

Pinto Valley Mining Corp. ("Company") and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen And Helpers of America, Local No. 104; International Union of Operating Engineers, Local No. 428; International Brotherhood of Electrical Workers, Local No. 518; United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 627; United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 469, jointly ("Union") are parties to a collective bargaining agreement with the term of May 30, 2018 through May 29, 2022 ("2018 Agreement"). The Company and the Union are engaged in negotiations for a new Agreement and enter into this Contract Extension Agreement in order to extend the 2018 Agreement.

The Company and the Union agree as follows:

1. The 2018 Agreement is indefinitely extended. When the parties enter into a new Agreement, this Contract Extension Agreement will terminate on the date the new Agreement becomes effective.
2. Either party may terminate this Contract Extension Agreement by giving the other party written notice of termination at least 10 calendar days in advance of the date this Contract Extension Agreement is to terminate.

Dated this 26TH day of May, 2022.

For the Union

By: [Signature]

Date: 5/26/2022

For the Company

By: [Signature]

Date: 05/26/2022